

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT RENEWAL
(Changes appear in Red)

1. DATE **November 30, 2012**
2. COMMODITY NAME..... Buccal Swab Collection Kits
3. CONTRACT NUMBER..... E194-637
4. SUPERSEDES..... E194-637-2
5. CONTRACT PERIOD..... **December 1, 2012 through November 30, 2013**
6. AUTHORIZED USERS Department of Forensic Science
7. CONTRACTOR The Bode Technology Group
8. TERMS Net 30
9. DELIVERY..... 45 to 60 days After Receipt of Purchase Order
10. F.O.B..... FOB Destination, Freight Prepaid
11. MINIMUM ORDER..... N/A
12. FOR FURTHER CONTRACT INFORMATION CONTACT: Nancy Rowe, VCO
Statewide Contract Officer
Phone: (804) 786- 3854
Fax: (804) 786-5413
Email: nancy.rowe@dgs.state.va.us

By: Nancy Rowe
Nancy Rowe, Statewide Contract Officer

ORDERING INSTRUCTIONS

IMPORTANT! The applicable contract number and part number must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.

1. Purchase orders: Unless otherwise instructed by the Division of Purchases and Supply, the Department of Forensic Science will order items/services through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.
2. Complaints: Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply.
3. Transportation and Packaging: Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
4. Inspection and Invoices: Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency.
5. Renewal. No renewals remain.
6. Price Increases: **IMPORTANT!** The DPS contract officer must approve all price increases in advance. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.

CONTRACT: E194-637
BUCCAL SWAB COLLECTION KITS
Virginia Department of Forensic Science

Effective Begin Date: **12/1/2012**

Expiration Date: **11/30/2013**

Minimum Order Amount: \$0.00

Maximum Order Amount: \$0.00

Description: **Buccal Swab Collection Kits (Term Contract)**

CONTACT INFORMATION

Betsy Bratton

Phone: 804-786-3854

Email: Betsy.Bratton@dgs.virginia.gov

RENEWAL PERIODS

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)	Attachments(Name - Desc)
1	12	Months	12/1/2012	11/30/2013	Final Renewal	

AUTHORIZED DEPARTMENTS

Line Number	Department	Spending Limit	No Limit	Active	Exclude this Dept.	Ordered Amount	Attachments(Name - Desc)
1	A778	\$0.00	Yes	Yes	No	\$0.00	

VENDOR

Legal Name: The Bode Technology Group

Location Legal Name: Springfield - The Bode Technology Group

Contract Number: E194 – 637

Ship To (APPLIES TO ALL LINE ITEMS)

The Dept. of Forensic Science Central Laboratory

Shipping Street Address 1: 700 North 5th Street

Shipping City: Richmond

Shipping State: VA

Shipping Zip: 23219

Shipping Instructions: Attn: Jenni Grubb (804) 786-4707, ext. 29823... jenni.grubb@dfs.virginia.gov

Shipping Method: Vendor

Contact Name: **Andrew Singer**

Contact Email: **Andrew.Singer@BODETECH.COM**

Contact Phone: **703-203-8891**

Bill To (APPLIES TO ALL LINE ITEMS)

Dept. of Forensic Science Accounts Payable

Billing Street Address 1: 700 North 5th Street

Billing City: Richmond

Billing State: VA

Billing Zip: 23219

Billing Instructions:

Delivery Type: Per Specifications

MSDS Included: No

Free On Board Name: FOB Destination-Freight
Prepaid**DELIVERY LEAD TIME (Applies to all line items on the contract)**Delivery Lead Time: **45 to 60 days after receipt of order****Note: An expedited delivery option is available for a 36 to 44 day delivery. For the 36 to 44 day delivery option, a 5% expedite fee will be charged, based on total order value. Orders with less than 36 to 44 day delivery will not be accepted.****LOT 1: BUCCAL SWAB COLLECTION KITS (COMPLETE WITH PRE-INKED STRIP & GLOVES)**

Line: 1 - DELETED (Initial Order)

Line: 2 – DELETED (Initial Order)

Line: 3

NIGP Code: 68093

Part Number: P01C10-VA**Description:** Buccal Swab Collection Kits Complete with Pre-Inked Strip and Gloves ordered in the following order quantity during the term of the contract: 25,000 kits (delivered price)**PER ORDER QUANTITY:** 25,000**Unit:** each**Unit Price:** \$5.76

Line: 4

NIGP Code: 68093

Part Number: P01C10-VA**Description:** Buccal Swab Collection Kits Complete with Pre-Inked Strip and Gloves ordered in the following order quantity” during the term of the contract: 40,000 kits (delivered price)**PER ORDER QUANTITY:** 40,000**Unit:** each**Unit Price:** \$5.50

Line: 5

NIGP Code: 68093

Part Number: P01C10-VA**Description:** Buccal Swab Collection Kits Complete with Pre-Inked Strip and Gloves ordered in the following order quantity during the term of the contract: 50,000 kits (delivered price)**PER ORDER QUANTITY:** 50,000**Unit:** each**Unit Price:** \$5.40

LOT 2: BUCCAL SWAB COLLECTION KITS (NO PRE-INKED STRIP & NO GLOVES)

Line: 1 - DELETED (Initial Order)

Line: 2 - DELETED (Initial Order)

Line: 3

NIGP Code: 68093

Part Number: P01C10-VA**Description:** Buccal Swab Collection Kits: NO INK STRIPS and NO GLOVES, ordered in the following order quantity during the term of the contract: 25,000 kits (delivered price)**PER ORDER QUANTITY:** 25,000**Unit:** each**Unit Price:** \$5.61

Line: 4

NIGP Code: 68093

Part Number: P01C10-VA**Description:** Buccal Swab Collection Kits: NO INK STRIPS and NO GLOVES, ordered in the following order quantity during the term of the contract: 40,000 kits (delivered price)**PER ORDER QUANTITY:** 40,000**Unit:** each**Unit Price:** \$5.34

Line: 5

NIGP Code: 68093

Part Number: P01C10-VA**Description:** Buccal Swab Collection Kits: NO INK STRIPS and NO GLOVES, ordered in the following order quantity during the term of the contract: 50,000 kits (delivered price)**PER ORDER QUANTITY:** 50,000**Unit:** each**Unit Price:** \$5.24

SPECIFICATION
(Solicitation E194-1118)
BUCCAL SWAB COLLECTION KITS

Each Buccal Swab Collection Kit shall contain one of each of the following components, unless specified otherwise. It is the contractor's responsibility to insure that each kit is complete prior to sealing the outside envelope (the kit envelope) with a tamper-evident flap that is designed to show signs of any attempts to open the envelope.

Kit Envelope:

#24 Green wove (final color shall be approved by DFS)

9" X 12", open end, center seam with a tamper-evident flap that runs the entire length of the envelope.

Envelopes shall contain a tamper-evident flap that shall be broken to access the kit components. On the back of the envelope below the tamper-evident flap contractor shall print, in black, in a large font, the information as represented in **Attachment A**. Final copy of the information shall be available from the agency after award.

Front of the envelope shall be printed in black ink with logo and type. Contractor shall be responsible for typesetting/pasteup/layout. Camera-ready copy of the logo shall be provided. **Attachment B** is enclosed to show the relative complexity of this component. Final copy shall be available from the agency after award.

Cell Collection Devices:

Each kit shall contain one device for the direct collection, testing and permanent storage of the buccal cells.

Filter paper stock shall be **Whatman 903** or equivalent product made of 100% cotton. The filter paper on each device shall be no smaller than 1 3/8" x 1/2" in size.

Each collection device shall contain a mechanism which is designed to protect the filter paper from coming into contact with other surfaces unintentionally. This mechanism shall be ventilated to ensure that the filter paper can air dry. The collection device shall be designed to prevent the filter paper from being crushed or torn.

The contractor shall print or label the words "**Place Barcode Here**" on the handle of the collection device as shown in **Attachment G**. The current collection device is shown in **Attachment G**.

Each collection device shall be packaged in a sterile, sealed individual wrapper which shall be torn open when collections are made.

Inside Envelope:

#28 Green wove (final color shall be approved by DFS).

9 1/2" x 6 1/2", open end center seam, with peel-n-seal type permanent adhesive (tamper proof) on the body of the envelope under the flap. Perforation on flap 1 cm from seam (sample envelope available upon request). Envelopes shall be printed on the back side in black ink with logo and specified wording. **Attachment C** is enclosed to show the relative complexity of this component. Final copy shall be available from the agency after award.

A custom printed form shall be attached to the front of the envelope. The form shall have perforations so that the bottom portion of the form, referred to as the Sample Information Card, can be removed. The top portion of the form (the stub) shall be permanently adhered to the inside envelope. See **Attachment D** for a sample of the form.

Custom Printed Form:

A 20# white OCR Laser Bond, or approved equivalent with at least and 85 brightness, printed black and red (boxes), one side only. The size of the bottom portion of the form (the Sample Information Card) shall be 8 1/2" x 3 5/8". Boxes on the Sample Information Card shall be printed in red. The rest of the type shall be printed in black.

Forms shall be constructed with contractor's standard perforated stub (not to exceed 1") with the stub perforations on the top edge of the form. Completed form shall be attached to the Inside Envelope and shall not hang over the edges.

The top stub shall be permanently adhered to the inside envelope. Centered on the **bottom of the** top stub, the following words shall be printed in bold, all caps, in black ink: **"DO NOT DETACH"**, Final font size to be approved by DFS prior to contract award.

An eight-digit sequential number shall be imprinted on the stub in the top right corner. This number shall be the same as the number on the Sample Information Card portion of the form. The number shall be crash imprinted in black ink. The numbers shall be 3/16" high. Starting number shall be provided upon award. **Guaranteed numbering is required.** The stub shall be permanently attached to the envelope. See **Attachment D** for a sample of the form.

The Sample Information Card shall not be adhered to the inside envelope and shall be removable at the perforation. In the upper right corner of the Sample Information Card an eight-digit sequential number shall be crash imprinted in black ink. The numbers shall be 3/16" high. Starting number shall be provided upon award.

The Sample Information Card shall contain wording and boxes as shown in **Attachment D**. The Sample Information Card shall contain a vertical 3-of-9 barcode to match the human-readable sequential number. The barcode shall be located on the right side of the form and shall not smudge. **Guaranteed numbering is required.**

Top portion of the form shall be permanently adhered to the inside envelope.
Wording and boxes on the top portion of the form shall be printed in black ink. See **Attachment D** for a sample of the form.

Attached to the top portion of the form shall be on 3-of-9 peelable barcode sticker on the right side of the stub. The peelable barcode shall have a minimum of 1/8" white space to the left and right of the bar code. The peelable barcode may be oriented either horizontally or vertically, contractors choice. Excellent quality (scannable) reproduction is required. The barcode shall match the barcode/human readable number elsewhere on the form. **Guaranteed numbering is required.**

A prototype, **Attachment D**, showing the information and layout of the form, shall be provided by DFS prior to contract award.

Agency shall provide a Microsoft Word XP file of the sample information card. No typesetting shall be required of the contractor. **Attachment D** is enclosed to show relative complexity of this component. Final copy shall be available from the agency after the award. Box sizes are critical to the overall performance of the form. Boxes shall measure 4.0mm x 7.0mm.

Inked Strips:

Each kit shall contain one single-use, pre-inked strip for use during the collection of the left and right thumbprints. Each strip shall be placed in an open-ended plastic bag for protection.

Gloves:

Each kit shall contain a pair of "one size fits all" biohazard (sandwich baggie style) disposable gloves. Adhesive used on the barcode label shall not adhere strongly to the gloves that are furnished in this collection kit.

* Kits may contain either "Inked Strips", "Disposable Gloves" or both. Pricing is required for each item.

Return Mail Label:

1 3/4" x 4"

White, crack-and-peel style pressure-sensitive stock. Contractor's house brand and finish are acceptable. Contractor shall typeset/pasteup/layout. **Attachment E** enclosed to show relative complexity of this component. Final copy shall be available from the agency after the award. Label shall be printed in black ink.

Instructions Sheet:

20# white bond.

One 8-1/2" x 11" sheet, black ink, two sides folded in half to 5 1/2" x 8 1/2". Agency shall provide a Microsoft XP file. No typesetting shall be required of the contractor. The agency has requested the inclusion of certain graphics and the contractor shall make the necessary changes to accommodate those graphics. **Attachment F** is enclosed to show relative complexity of this component. Final copy shall be available from the agency after award.

Barcode Labels:

There shall be one peelable barcode label on the top portion of the form. Minimum size of the barcode label shall be 2.5cm long x 1.0cm wide. The barcode label shall be located on the right side of the stub. See **Attachment D** for a sample of the form. Label shall fit on the flat side of the collection device handle without wrapping to the side or the back of the handle. Adhesive used shall be permanent. Adhesive used on the barcode label shall not permanently adhere to the disposable gloves that are furnished in this collection kit.

Label shall be printed in black ink. Excellent (scannable) reproduction is required. Image shall not smear.

3-of-9 barcode which matches the number on the form to which it is attached is required.

Guaranteed numbering is required.

Proofs:

A proof is required for each printed piece in the kit. Proofs shall be received and reviewed only during the normal work hours (**Monday through Friday, 9am - 4pm.**). Art shall be returned to agency with proofs.

Should additional proof (s) be required due to contractor's errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required.

A proof of the actual size of the Sample Information card is required to ensure that the form shall work with the presently used Optical Character Recognition Scanner software.

Proofs shall be delivered to Jenni Grubb or George Li for approval. Contact information: Virginia Department of Forensic Science, 700 North 5 Street, Richmond, VA 23219. (804) 786-4707, ext. 29823 or ext. 29824 respectively.

Packaging:

Contractor shall insert individual items into the kit envelopes and shall guarantee the accuracy and completeness of the contents of each envelope. Envelopes shall be sealed with a tamper-evident flap.

Kits shall be boxed 50 kits to a box. Packages shall be handled in such a manner that the kits are not compressed or damaged in any way.

Delivery:

Deliveries shall be made to the Department of Forensic Science Central Laboratory, 700 North 5 Street, Richmond, Va., 23219. **Delivery hours are:** Monday through Friday, 9am - 4pm. **There is a ramp leading to an enclosed loading dock. There is a truck height limitation of 13 feet.**

Contractor shall arrange for storage of the remaining kits in a low humidity, climate-controlled location that meets the requirements of the NCCLS Standards requirements of the filter paper used.

Bill as shipped.

Buccal Swab Collection Kit Attachments (contained in Solicitation E194-1118)

- A – Information wording for back of kit “Outside Envelope”
- B – Logo and wording for front of “Outside Envelope”
- C – Logo and wording on back **side of** “Inside Envelope”
- D – Custom printed form attached to “Front Side of “**Inside** Envelope”
- E - Return Mail Label
- F – Instructions Sheet
- G – Buccal Collector (Cell Collection Devices)

SPECIAL TERMS AND CONDITIONS
(Solicitation E194-1118)

AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CLASS 1 - EXCELLENT QUALITY PRINTING: This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as Class 1. Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally half-tones or screen tints will require 133, 150, or 200 line screens. There is to be large reverse areas, and/or large solid areas where good even ink coverage is necessary. Because of the overall design, very accurate registration is required. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery operations shall be of the same excellent quality.

DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.

OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negatives, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the Department of Criminal Justice Services.

PICKUPS/DELIVERIES: Contractor shall be responsible for all pickups and deliveries of all materials.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only for changes in the contractor's cost of materials in accordance with Producer's Price Index. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only

when verified to the satisfaction of the purchasing office. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials.

Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount of percentage of increase which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and the contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PURCHASE DOLLAR REPORT: The contractor shall furnish the Division of Purchases and Supply a statement covering the total dollar volume of purchases made under this contract at approximately 90 days prior to the contract expiration.

PURCHASE VOLUME REPORT: The contractor shall furnish the Division of Purchases and Supply a report of the total number of each contract item delivered under this contract at approximately 90 days prior to the contract expiration.

QUANTITIES: Quantities set forth in this contract are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

~~**RENEWAL OF CONTRACT:** At the sole discretion of the Division of Purchases and Supply, and at a reasonable time (approximately 90 days) prior to its expiration date, this contract may be renewed for 1 additional optional one-year period, upon agreement of both parties.~~